

EXHIBIT A

Anton Frank, Volovsek
 c/o
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 NDPZ [98672]

country of Washington)
) Ss
 Klickitat county)

Affidavit of Anton Frank, Volovsek

I Anton Frank, Volovsek Do hereby state

1. In the fall of 1974, I began experimenting to try and improve the roofing system. I succeeded and I have patented it both in the United States (U.S. Patent #4,016,323) and Canada (Canada Patent # 1,047,219).

2. The main product required by my system is a "Bituthane" manufactured by W.R. Grace. To my knowledge Grace was the only company to manufacture this membrane that would work in my system. Hayden Clark of W.R. Grace flew out from Boston five times to watch me put the system together. Mr. Clark implied that it was quite a revolutionary system.

Hayden Clark was head of The Water Proofing division of W.R. Grace

3. Don Cauglin, Grace's regional representative, implied that a large amount of sales of the membrane 'Heavy Duty Bituthane' would be forthcoming. ~~Representative of W.R. Grace~~

4. I wrote to Hayden Clark on 12/18/74 regarding warranting their product in a roofing system and on what types of decks this material would adhere to. I got no response.

5. ~~Was~~ Straightaway Span Crete wanted my new system on 30,000 sq. ft. roofs ~~of~~ ^{of the} type which this system originally designed and manufactured. I also was approached to put this system on a car wash building which always had conventional roof problems.

6. I quickly called Don Cauglin, ~~the~~ Grace's representative, and ordered the membrane. He returned my call to inform me that they (Grace) would not sell me the material.

7. I was already forming my own company with the architect and engineer that assisted me in the testing and final invention of this system, which we named EERS, Energy Efficient Roof System. I had already spent many days and dollars with my patent attorney with confirmation from the patent office that this system was patentable.

8. My attorney then sent a letter to Mr. Peter Grace on October 14, 1975 (See Exhibits Attached) requesting a reason for their refusal to sell us their heavy duty Bituthane, which was on the open market.

9. A reply was received from Vice President Leonard Rosenblatt refusing to sell us any material, but offering us five rolls for further testing. In the meantime I lost my two contracts, had to close down my new company, and was without a job with four children to feed.
10. A second letter was sent to Mr. Rosenblatt on November 7, 1975 with the same negative response. I tried to find a distributor who might have some of that membrane in stock. I found Highway Pavers, but they told me that they could not sell me the membrane because W.R. Grace threatened to blacklist them if they did.
11. The same response came from Milwaukee Insulation. Both companies had enough material for the jobs I had, but neither company wanted to lose their source of supply of this good product.
12. I then contacted Don Caglin again to see if we could find another company who might have a product we could use in my system. We both searched, but to no avail. Don Caglin then quit working for W.R. Grace in disgust. *3 years later Hayden Clark committed suicide*
13. I checked on a product from Protecto Wrap in Denver, Colorado. My attorney, Ed Snyder, sent them a letter describing my system and inquired if it might work as a substitute for Grace's product. After several trips to Denver we found that it would not work as a substitute for Grace's product.
14. Now, on the verge of bankruptcy and my health failing because of the stress generated from the deeds done to me and my company by W.R. Grace, I fought to keep what was left of my company, my marriage, and my family from diminishing any further. I failed.
15. In a last chance effort I made some phone calls, and everyone suggested that I go to see a chemical engineer in Phoenix, Arizona who was very knowledgeable in roofing and urethane foam insulation. I contacted him, and he agreed to hire me at a minimum wage salary and help me promote my roofing system. My attorney supported this idea by lending me money to get there.
16. After a short time Mr. Coultrap, the chemical engineer, decided I would have to give him 90 percent of my system to remain with his company. I declined his offer, and I was promptly fired.
17. At this point I had a nervous breakdown. The soul person responsible for my recovery was a woman, Terry, that I was keeping company with who understood my situation and my system.
18. My attorney saw the opportunity to steal my patent, and proceeded to do so. He convinced Mr. Coultrap to joining forces to produce and market my system.
19. Terry helped me find a law firm to retrieve my patent. This lawyer also tried to steal the patent in the process of getting it back from my lawyer (Snyder). After a tough battle we were able to fire this lawyer (Ron Logan) and were informed by the judge that I had to file my suit back in Wisconsin.
20. Because of my financial situation I had no way to do that. Many months later I acquired enough money and plane fare to return to Wisconsin to find a law firm to get my patent back. Aul and Mawicke took the case and won after almost a year. Five years later Aul and Mawicke did

manage to get Snyder disbarred.

21. In 1980 Terry quit her job at the newspaper in Phoenix and went to work for another newspaper in Alaska, and asked me to go along. After several years of recovery I began to search for investors interested in helping me get my system marketed.

22. In the next year I put together about \$100,000, but expenses were high and my knowledge of marketing low. I hired a marketing firm from Boston on a percent basis, but they fared as well as I had.

23. I made contact with:

- a. Oil companies, but they wanted no part of my system because it was too energy efficient and would cost them a few dollars in fuel! *BILLIONS OF DOLLARS*
- b. The U.S. Government, explaining some possible net-savings to taxpayers of more than one billion dollars' per-year, but they were not interested in saving the taxpayers any money.
- c. W.R. Grace would have been an ideal company, but they too refused:

24. I learned, regardless of how efficient this system was, architects would not specify it unless it was corporately endorsed. I then proceeded to contact 30 or more major companies who manufactured the products I had incorporated into my roofing system.

25. By this time three other manufacturers made a membrane that was almost identical to Grace's. I contacted them all. They all liked my system but not one would market it. The coating companies loved my system, but none were big enough to market a system that had all the potential that my system had.

26. Due to Physical and Financial problems Terry and I ended up back in Phoenix. At this time I learned that R.W. Grace was no longer manufacturing the quality of membrane that I needed for my system and that Phillips 66 was. So I promoted my system to Phillips. There was much interest, and I installed a job for them in Miami, Florida. The system was a success.

27. In the meantime Phillips sold this product to the Henery Company in California. So off I went with a retired colonel from the U.S. Army Corps of Engineers to California to meet with the Henery Company. They liked it, but said they weren't big enough to market it.

AS DID ALL THE MAJOR COATING MANUFACTURERS

28. In the meantime, the colonel gets my system approved by the U.S. Army Corps of Engineers and I was promised the first job that came up. Shortly thereafter, however, the Corps money was cut off and the Corps itself was cut in half. *5 MILLION SQ. FT. IN SAUDI ARABIA LOST BECAUSE OF ARMY CORP OF ENGINEERS*

29. I next met with the ex-Governor of Arizona and Senator Don Rogers of California to see if they might be able to get in touch with W.R. Grace and convince them to reconsider and market my system. Before they made contact with W.R. Grace, I contacted the Grace waterproofing representative myself. *HIS NAME IS DAN KUBZL - SCOTTSDALE ARIZONA*

30. He was very interested, and asked me to write to his boss in Boston, Massachusetts to see if they would be interested at this time to market my system. Since they were now making the

1 membrane again. Once again I got a negative reply. (See Letters Attached)

Jim Adams

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3 31. Without waiving any right to dispute, I, Anton Frank, Volovsek, (I) certify under penalty of
4 perjury under the laws of the united states of America, that I have read the foregoing and know
5 the contents thereof, and that to the best of my knowledge and belief it is true, correct and
6 materially complete, relevant and not misleading; the truth, the whole truth, and nothing but the
7 truth, so help me God.
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9 Dated this _____ day of _____, 1996.
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12 _____
13 Anton Frank, Volovsek

14 STATE OF WASHINGTON)
15) SS
16 COUNTY OF KLINKITAT)
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18 SIGNED and SWORN TO before me on _____ day of _____, 1996.
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23 Notary Public in and for
24 the State of Washington
25 My Commission Expires: _____
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